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RUTGERS UNIVERSITY

trille Board of Education

AGREEMENT BETWEEN THE BERNARDSVILLE BOARD OF EDUCATION

AND

THE BERNARDSVILLE ADMINISTRATORS ASSOCIATION

1987-1990

#### ARTICLE ONE

#### MEMBERSHIP

Pursuant to the provisions of Chapter 123 of the Laws of 1974, the Bernardsville Board of Education hereby recognizes the Bernardsville Administrators Association as the representative of all of the certified administrators employed by the Bernardsville School Board in the following administrative positions for the purpose of collective negotiations:

- 1. Principals
- 2. Vice Principals
- 3. Assistant Principals
- 4. Director of Special Needs Education
- 5. Building level Administrative Assistants

The term "Administrator" when used hereinafter in the Agreement shall refer to all employees in the bargaining unit as above defined. The term "Association" when used hereinafter shall refer to the Bernardsville Administrators Association. The term "Board" when used hereinafter shall refer to the Bernardsville Board of Education. Excluded from the unit are any or all confidential/managerial employees. Currently including:

- 1. Superintendent of Schools
- Board Secretary/Business Administrator
- 3. Personnel Assistant to the Superintendent

#### ARTICLE TWO

#### NEGOTIATIONS PROCEDURE

## A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of administrative personnel. Negotiations shall begin on or before November 1 of the final year of the contract.

## B. Negotiating Team Authority

Neither party in all negotiations shall have control over the selection of the negotiating representatives of the other party.

## C. Modification - Understanding of Parties

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

This Agreement shall be effective as of April 4, 1988 and shall continue in effect until June 30, 1990 or until a successor agreement is negotiated.

#### ARTICLE THREE

#### BOARD RESPONSIBILITIES

The Board of Education reserves the right to the operation of the school system. The Board has the right to terminate employment in the manner provided by law and will hire from any source whatsoever. All the rights, power or authority the Board had prior to the signing of this Agreement are retained by the Board, except those specifically abridged or modified by this Agreement, or any supplementary agreements that may hereafter be made by mutual consent of the parties. Nothing herein shall be construed as limiting the Board of Education from discharging any of its obligations or responsibilities as prescribed by Title 18A and Chapter 123 - Public Law 1974, nor a delegation of its statutory authority under the laws of the State of New Jersey. All matters set forth in this Contract have been fully bargained for and negotiated, representing all the terms and conditions of the employment.

#### ARTICLE FOUR

#### ADMINISTRATOR'S RIGHTS

## A. Rights and Protection in Representation

Pursuant to Chapter 123 of Employer/Employee Relations Act of 1974, as amended, the Board hereby agrees that the Administrators as defined in Article I (Recognition) have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and matters related thereto.

#### B. <u>Just Cause Provision</u>

No tenured Administrator shall be reduced in rank or compensation without just cause as defined in 18A:28-3.

## C. Required Appearances

Whenever any Administrator is required to appear before the Superintendent or Board, or any committee or member thereof for the purpose of discussing the possible withholding of an increment, suspension and/or termination of employment of that Administrator, the Administrator shall be given 48 hours notice, except in cases of extreme urgency, (which will be in written form) of the reasons for such meeting or interview and may (at the Administrator's discretion) have (a) representative(s) of the Association and/or attorney present to represent and advise during such meeting or interview.

## D. Right to Review File and Respond

An Administrator shall have the right to review his/her personnel file upon reasonable request and to attach responses to any derogatory material. No material of a derogatory nature shall be placed in the personnel file unless a copy is simultaneously provided to the affected Administrator.

## E. Right to Be Present

When any fact finding hearing shall be scheduled by the Board of Education at a private or public meeting, to hear an official complaint against an Administrator by a parent group or its representative, the said Administrator who is the subject of the complaint shall have a right to be present. The Superintendent shall notify Administrator(s) of such meetings in accordance with the procedure set forth in paragraph C. If it appears that the outcome of said hearing would result in some disciplinary action against the Administrator, then that Administrator shall have the right to have a representative to advise him/her during such hearing or meeting.

To the degree possible, any criticism of an administrator shall be made in private and not in the presence of teachers, parents, students, or at a public gathering.

#### ARTICLE FIVE

#### ASSOCIATION RIGHTS

#### A. Access to Information

To assist in the negotiations process, the Board will make available upon request to the Association all pertinent records, data and information which are matters of Public Record.

#### B. Released Time for Meetings

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay and/or benefits.

## C. Use of School Buildings

Representatives of the Association shall be permitted to transact official Association business on school property outside the normal working day and further provided that this shall not interfere with or interrupt normal school operations.

#### D. Use of School Equipment

The Association shall have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and equipment incidental to such use.

## ARTICLE SIX

#### DUTIES

- A. The members of the Association agree to perform their duties in accordance with this Agreement, the Rules and Regulations of the Bernardsville Board, and the State Board of Education, and the statutes of New Jersey pertinent thereto and in existence at the time of the signing of this Contract.
- B. The school year for all Unit members shall be twelve (12) months and as set forth by the twelve (12) month school calendar.

## ARTICLE SEVEN

## GRIEVANCE PROCEDURE

#### A. Definition

A grievance is an appeal by a member or members of the negotiating unit, or by the Association on behalf of a member or members, alleging improper interpretation or application or violation of this Agreement, policies or administrative decisions.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which

may from time to time arise affecting members of the unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

# C. Time Limits

- Failure at any step to communicate the decision on a grievance within the specified time limits shall permit the employee(s) to proceed to the next step.
- Failure at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 3. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.
- 4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

5. A grievance must be raised at Step 1 no later than 45 days following its occurrence, or within 45 days after the aggrieved party knew or should have known of the events or conditions on which it is based.

## D. Procedure

# 1. <u>Step 1</u>

The employee who has a grievance shall discuss it first with the immediate Supervisor in an attempt to resolve the complaint. If, as a result of the discussions, the matter is not resolved to the satisfaction of the employee within seven (7) calendar days, the complaint(s) shall be set forth in writing to said Supervisor.

The Supervisor shall communicate a decision in writing to the employee within seven (7) calendar days after delivery of the written complaint.

#### 2. Step 2

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The employee may appeal the decision of the Supervisor to the Superintendent within seven (7) calendar days after the decision of the Supervisor has been delivered to the employee. The appeal shall be in writing and shall set forth specifically the reasons for the appeal. A copy of this appeal shall be sent by the employee to the Supervisor who rendered the decision.

The Superintendent of Schools shall hold a hearing on the grievance, if requested by the grievant. two (2) school days prior to the hearing, the employee and the Supervisor involved, if any, shall be given written notice thereof. The employee shall be present the hearing. The Supervisor involved may be present. A maximum of three (3) witnesses each to offer facts on behalf of the employee and/or the Principal may be present. The employee may be represented by the Association. Each party shall notify the other and the Superintendent at least 24 hours before the hearing if witnesses are to be present.

The Superintendent of Schools shall communicate a decision in writing to the employee and Supervisor involved within ten (10) calendar days after delivery of the appeal.

#### 3. Step 3

The employee may appeal the decision of Superintendent to the Board of Education within ten after the decision of the (10) calendar days Superintendent has been delivered. The appeal shall be in writing and shall set forth specifically the reasons for the appeal. This appeal shall be sent or given to the Superintendent of Schools who shall present it to the Board.

The Board, after reviewing the appeal and the report of the Superintendent of Schools, may hold a hearing.

At least two (2) school days prior to the possible hearing all necessary parties shall be given written notice thereof. At the hearing all parties concerned shall be present, present witnesses and may be represented by persons of their own choosing.

The Board shall communicate its decision in writing to the employee and the supervisor involved, through the Superintendent of Schools, within forty-five (45) calendar days after the receipt of the appeal to the Board by the Superintendent.

Except as limited in this contract where the decision of the Board is final and binding if the grievance is not resolved at Step Three, within 15 calendar days thereafter, the matter may be referred by either party in the form of a written request to the Public Employment Relations Commission (PERC) for arbitration. PERC shall submit a list of ten names to the parties and if agreement cannot be reached on an arbitrator, a second list shall be obtained. If agreement is not reached on the second list, PERC shall appoint an arbitrator for the parties.

The decision of the arbitrator, in all cases, shall be advisory in nature. Cost of arbitration shall be borne equally by both parties.

## ARTICLE EIGHT

## LEAVES OF ABSENCE

# A. Excused Absences

# 1. Death in Family

In case of death of the father, mother, husband, wife, child, sister, brother, and grandchild of any employee, such employee will be excused for a period up to five (5) consecutive days from the date of death.

In case of death of the mother-in-law, father-in-law, grandparent, daughter-in-law, son-in-law, sister-in-law, and brother-in-law of any employee, such employee will be excused for a period up to three (3) consecutive days from the date of death. One (1) day's absence will be allowed to attend the funeral of an uncle, aunt, nephew, niece, or cousin.

## 2. Jury Duty

There shall be no salary deductions for an Administrator who is absent due to service on a Grand or Petit Jury.

## Legal Requirements

The Board of Education shall provide legal assistance to the Administrators as per N.J.S.A. 18A:16.6. The Administrator shall be excused with no loss of pay to attend any hearing, court or administrative law proceeding as a result of any school matter or act arising out of and in the course of the performance of the duties of the Administrator, and within the scope of employment.

## 4. Personal Business

If, for personal reasons, a day's absence is necessary, an Administrator may be excused from her/his duties upon notice to the immediate Supervisor and permission of the Superintendent, subject to operational needs and considerations. Notice should be submitted at least one (1) week before the requested absence, unless an unanticipated emergency occurs, which precludes such notice.

"Personal Business" as herein defined is an emergency or the performance of a duty that cannot be done on out-of-school time. In all cases where an employee requests an excused absence for urgent personal business, a slip must be filed with the immediate Supervisor for his approval and ultimate approval by the Superintendent.

Administrators will be paid for up to four (4) personal

business days in any one year. The number of unused days shall accumulate as sick leave from year to year.

## B. Sick Leave

All administrators shall be entitled to twelve (12) days sick leave per year. Unused days of sick leave shall be accumulated from year to year. Sick leave in excess of the above shall be at the discretion of the Board.

## Absence after Reporting for Duty

Any person who must leave his duties because of personal illness after reporting for duty and has worked three (3) hours will be paid for that day, and this will not be charged to her/his sick leave.

# Terminal Pay on Basis of Sick Leave

Any employee with a minimum of ten (10) years or more service may upon termination of employment due to retirement from the district receive the following compensation: \$14.00 per day of accumulated sick days up to a maximum of 120 days. This benefit shall only be paid once for each employee. Said payment shall be made as soon as possible but no later than 45 days from last day of employment.

## C. Parenthood Leave

The Board of Education shall grant Parenthood Leave without pay in accordance with the following procedure:

- All initial applications for and applications for extensions or reductions of Parenthood Leave shall be made in writing to the Superintendent.
  - a. The Administrator shall request Parenthood Leave of the Superintendent of Schools in writing at least sixty (60) days prior to the date the leave is to commence except in cases of emergency.
  - b. The request for Parenthood Leave shall specify the date when the Administrator wishes the leave to commence and terminate.
- 2. Parenthood Leave shall be granted for all Administrators for a period of up to the end of the academic school year in which the Parenthood Leave commenced or a minimum of six (6) months whichever is greater. An additional school year shall be granted upon request to an Administrator under tenure or one received who has a tenure-year contract. Administrator on Parenthood Leave shall notify the Board in writing of the intention to return to the district by March 1 of the school year preceeding the school year in which the Administrator wishes to return, or sixty (60) days prior to said intended return date, whichever is sooner.
- 3. An Administrator returning on the first day of the school year in September from Parenthood Leave shall be

- placed in her/his previously held position or a comparable one as provided by law.
- 4. Any Administrator who has applied for and received Parenthood Leave may reapply for permission to return to employment during any academic school year for which such leave was granted, and such leave may thereupon be terminated by the Board, at its sole discretion.
- 5. No Administrator on Parenthood Leave shall, on the basis of said leave, be denied the opportunity to substitute in the school district in the area of her/his certification or competence.
- 6. Time spent on Parenthood Leave of Absence shall not count towards salary guide placement experience, seniority, or sick leave accumulation.
- 7. Anyone who accepts Parenthood Leave after December 31, in any given year is given credit on the "salary guide" for a full year upon returning to the district.
- 8. An Administrator receiving Parenthood Leave shall not accept full time employment in the administrative field during all or part of the period of the Parenthood Leave. This provision shall cease to be operative at such time as the Administrator shall have been denied her/his request under Paragraph 4 to return to employment.
- Adoption Any Administrator adopting a child of age 10 years or less shall receive a leave similar to

Parenthood Leave which shall commence upon receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption.

10. The Board is not required to continue employment of a non-tenure Administrator beyond the year in which the leave is taken, or a six-month period whichever is applicable. The Parenthood Leave shall not be counted towards tenure.

## D. Maternity Leave

The Board shall grant sick leave for the period of actual disability associated with pregnancy and birth to pregnant Administrators on the same terms and conditions governing leave of absences for illness or medical disability.

The pregnant Administrator will be entitled to her annual and accumulated sick leave, with pay, during the period of absence due to her actual disability in accordance to law.

- 2. Any pregnant Administrator who does not elect to take a "parenthood" leave in conjunction with "maternity" leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when she is physically able.
- The Board may require an Administrator during her pregnancy to produce a certificate from her physician

stating that she may continue working effectively at the duty to which an Administrator has been assigned. In the event of any question as to the condition of the pregnant Administrator, a conference shall be arranged between the Board's physician and the attending physician.

- 4. No Administrator shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return.
- 5. matters, including discipline, a pregnant In all administrator shall be treated like any other administrator. Furthermore, the Board has the right to remove any pregnant Administrator from her daily duties if her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if, (1) the pregnant Administrator fails to produce a physician's certificate that she is medically able to continue working; or (2) the Board's physician concludes she is unable to continue in the role of an Administrator. However, the Board shall not discriminate against the pregnant Administrator in violation of NJSA 10A: 5-1 or any laws of the State of New Jersey or the United States.

# E. Advanced Study

- 1. The Board feels that, in certain cases, benefits will accrue to the school system if Administrators are granted a one (1) year's leave of absence, without pay, for advanced study. The Administrator must have acquired tenure in the Bernardsville district as a prerequisite.
- 2. Request(s) shall be submitted in writing to the Office of the Superintendent by September 15 of the year prior to the leave's commencement.
- 3. The Board will, therefore, give consideration to such application after they have been reviewed and recommended by the superintendent, and the applicant shall be notified no later than March 1.
- 4. The Leave activities must be directly related to Administration/Supervision or for an advanced degree program or related travel.
- 5. The denial of the request for such leave by the Board shall not be arbitrable.

## F. Other Leaves

Other Leaves of Absences with/without pay may be granted for good cause and for exceptional reasons upon recommendation of the Superintendent and approval of the Board of Education. Request(s) for the above shall be submitted in writing to the Office of the Superintendent. The denial of

such leave by the Board shall not be arbitrable nor actionable at law. However, the denial of same shall be reduced to writing with explanations for the reason of said denial.

# G. Miscellaneous

- Any requests for modifications of previously granted leaves shall be submitted in writing to the Office of the Superintendent. The denial of any modification by the Board shall not be arbitrable.
- 2. Administrators, while on leave without pay, shall have the option to continue paying premiums for health insurance benefits regularly provided by the Board in accordance with applicable law. However, if the leave is six (6) months or less, benefits shall be paid for that period by the Board.
- 3. Upon return from paid leave or unpaid leave of six (6) months or less granted by the Board, an Administrator shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been on said leave with all seniority rights.
- the time his/her approved leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return. An Administrator returning from approved leave shall be

placed in the previously held position or a comparable one as provided by law.

#### ARTICLE NINE

#### SABBATICAL LEAVE

- A. Any administrator who has completed seven (7) or more consecutive years of full-time service as an administrator in the Bernardsville Public Schools may, upon recommendation of the Superintendent, be granted a leave of absence for one (1) or two (2) semesters for advanced study to:
  - 1. Study in an accredited university.
  - Study problems connected with the schools or within the administrator's area of responsibility in independent investigation.

After each subsequent period of seven (7) or more years of such service, a further leave for study may be granted.

B. Application for such leave will be made no later than September 15, prior to the fiscal period for which such absence is requested. Such application shall be made upon a regular form furnished by the Board of Education and shall indicate a program, approved by the Superintendent and the Board, to be followed by the administrator during the period of the leave. Approval/denial of such leave will be given to the administrator no later than March 1 of the fiscal

- period in which application is made. The denial of said leave shall not be arbitrable.
- C. As a condition to such leave, the administrator shall enter into a contract to continue in the service of the Bernardsville Public Schools for a period of at least two (2) years after the expiration of the leave of absence. Failing to so continue service, the administrator shall repay to the Board of Education of Bernardsville a sum bearing the same ratio to the amount of salary received while on leave that the unfilled portion of the two (2) subsequent years of service bears to the full two (2) years, unless the administrator is incapacitated or has been discharged.
- D. The salary granted to an administrator on such leave shall be one half of the salary (to which he or she would be entitled if not on leave) for two (2) semesters of leave, or sixty (60%) percent of the salary (to which he or she would be entitled if not on leave) for one (1) semester of leave. From such salary shall be deducted monthly regular deductions for the administrators' pension and annuity fund and any other deductions for which the administrator has personally contacted. Salary payments shall be made monthly in accordance with the general time schedule for payment of salaries in the school system.

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E. No more than one administrator in the system shall be granted sabbatical leave for the same semester. In granting

such leave of absence, especially if more than one applicant, due consideration shall be given to seniority and the reasonable and equitable distribution of the applicants among the different schools and departments. At all times the needs of the school system as a whole shall be paramount.

- leave may not associate for F. Administrators on such compensation with any person, persons, or organizations during the regular school hours of the school year unless the Board of Education and Superintendent approve such association. This is not intended to exclude any scholarship or grant in aid that an administrator might receive to further his or her education.
- G. Administrators on such leave must be willing to make a report or reports as the Superintendent may require.
- H. Administrators on such leave shall be considered as in the employ of the Board of Education of Bernardsville and the time spent shall count as regular service.
- I. Applicants shall agree to abide by all the foregoing conditions determined by the Board of Education to govern such leaves of absence.

## ARTICLE TEN

# ADMINISTRATIVE VACANCIES

#### Notice

A notice of vacancy in an administrative position shall be sent to the Association twenty (20) calendar days before the final date when applications must be submitted. The notice of vacancy shall set forth the position, its qualifications, its duties, and the rate of compensation. If there is a change in qualifications or Job description when applications are pending, the Association shall be notified of these changes as soon as possible.

## ARTICLE ELEVEN

#### SCHOOL CALENDAR

Input to the school calendar shall be solicited from representatives of this Association prior to its being adopted by the Board of Education.

#### ARTICLE TWELVE

## INVOLUNTARY TRANSFERS

Notice of involuntary transfer or reassignment shall be given to a member as soon as practical, and except in case of emergency no later than ninety (90) days before the date of transfer. When an involuntary transfer is being considered by the Board, every effort should be made to provide for a smooth transition.

## ARTICLE THIRTEEN

### INSURANCE PROTECTION

The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each employee enrolled under said plan, including family-plan insurance coverage if the same is applicable.

The health-care insurance protection provided for in this Article shall include:

Blue Cross, Blue Shield - Rider J )State Plan:
Blue Cross, Blue Shield "Carve-out Medicare" )"State Health
(employee, or dependent, over age 65) )Benefits
Major Medical )Program"

## Dental

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The Board shall provide dental coverage under the present carrier for the individual member and family.

#### ARTICLE FOURTEEN

#### VACATION POLICY

Administrators who are employed on a twelve (12) month basis shall be entitled to a vacation of twenty (20) working days annually. Beginning with the school year 1987/88, vacations shall not be accrued from one school year to the next, except that requests can be made to carry a maximum of ten (10) days to the following December 31. Generally vacations should be taken

when school is not in session and the time for vacations must be approved by the immediate supervisor and then recommended to the Superintendent of Schools for his approval.

The number of vacation days presently accrued (based on 20 per year) by the administrators shall be fixed by the Superintendent with the individual and then set forth in a written memorandum. Administrators will be entitled to an option concerning these accumulated vacation days which will be either (1) the days spread over a 2-3 year period, as pensionable salary, or (2) a lump sum payment or extended payment until the days have elapsed. The first option, salary spread over the 2-3 year period, shall only occur at the point where the employee intends to leave the district. The total amount of allowable accumulated days for either of the above options shall be fifty.

#### ARTICLE FIFTEEN

#### PROFESSIONAL DEVELOPMENT

#### A. Professional Conferences

The Board endorses the benefits accrued to the district as a result of administrators' attendance at professional conferences and workshops. All requests to attend such workshops shall be made to the immediate supervisor and the Superintendent for approval.

## B. Tuition Reimbursement

All unit members enrolled in an approved course shall receive tuition reimbursement at the Rutgers rate, up to a



# C. <u>Notice</u>

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so, in writing, at the following addresses:

- If by Association, to Board at 25 Olcott Avenue, Bernardsville, New Jersey 07924
- If by Board, to Association at Bernards High School, 25
   Olcott Avenue, Bernardsville, New Jersey 07924

## D. Printing and Distribution

The School District will, at its own expense, print sufficient copies of this Agreement for present and new Administrators.

## E. Legality

In the event that any portion of this Contract shall be deemed in violation of the law, the remainder of the Contract shall remain in full force and effect.

## F. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any administrator any legal right he/she may have under the statutes of the State of New Jersey or other applicable laws and/or regulations of this State or of the United States.

## ARTICLE SEVENTEEN

## SALARIES

A. Salaries for 1987/88 which include adjustments are as follows (retroactive to July 1, 1987):

Froisland	\$66,757
Taylor	64,629
Mahler	53,585
Koppel	53,282
Palazzi	53,282
Ransom	44,488

B. Salaries for 1988/89 which include adjustments are as follows:

Froisland	\$71,000
Taylor	69,000
Mahler	61,500
Beck	60,000
Koppel	58,000
Palazzi	58,000

- C. Salaries for 1989/90 shall be based upon merit. The merit policy for this year shall be as follows:
  - 1. Base 4% meeting job expectations
    Level I Good \$1,300 over base
    Level II Very Good \$2,600 over base
    Level III Excellent \$3,900 over base
  - 2. The specifics of the merit instrument shall be developed by the Superintendent with the Association. The desired completion date is July 1 with August 31 being the mandatory date of completion.

There shall be a semi-annual review with the Superintendent reporting individual status to the Board

and reporting the status back to the individual. Final evaluation as to merit placement will be made by the Superintendent in June. In the event the Board does not accept the recommendation, the individual shall be entitled to an explanation by the Board. The Board agrees that for 1989/90, at least \$7,000 shall be spent above the aggregate sum of the base figures, for six people. In the event merit application does not total \$7,000, the remaining sum shall be split equally among the six members.

#### ARTICLE EIGHTEEN

#### TERM

This Agreement shall be effective through midnight June 30, 1990, or until successor agreement is negotiated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

THE BOARD OF EDUCATION

Zimmerman, President

Board Secretary

THE ASSOCIATION OF BERNARDSVILLE SCHOOL ADMINISTRATORS